



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
08/11/2020 10:25AM
373944- MO

Deputy Clerk

SIGN LANGUAGE INTERPRETING AGREEMENT BETWEEN

Deaf Action Center Interpreting Services LLC

And

**St. John the Baptist Parish
1811 W. Airline Hwy
Laplace, LA 70068**

This AGREEMENT is made and entered into on July 29, 2020, by the Deaf Action Center Interpreting Services LLC, located at 557 Redbud Lane, Slidell LA 70460 represented by Shari Bernius in accordance with the certificate of authority attached hereto, and

St. John the Baptist Parish

(Hereinafter "Contractor")

WITNESSETH:

WHEREAS, the CONTRACTOR desires to be able to provide sign language interpreting services to its clients who are deaf or hard of hearing, upon request of such client;

WHEREAS, in providing such sign language, interpreting services to its clients who are deaf or hard of hearing, the CONTRACTOR desires to do so in a manner that satisfies the requirement of TITLE III of the AMERICANS WITH DISABILITIES ACT (ADA), 42 U.S.C. 12181 ET SEQ. AND ITS REGULATIONS, 28 C.F.R. PART 36, INCLUDING THE PROVISION OF QUALIFIED INTERPRETERS;

WHEREAS, CONTRACTOR has neither the personnel nor the expertise to provide qualified interpreter services for its clients who are deaf or hard of hearing; and

WHEREAS, The Deaf Action Center Interpreting Services LLC has the experience and the personnel to provide interpreter services by qualified interpreters; and

NOW, THEREFORE, in consideration of the aforesaid premises and mutual covenants herein contained, both parties agree under the following terms and conditions:

I. SCOPE OF SERVICES

A. The Deaf Action Center Interpreting Services LLC agrees to:

1. Provision of an Interpreter. Provide an appropriately qualified, available interpreter upon timely request from CONTRACTOR. Deaf Action Center Interpreting Services LLC will make every effort to assign an appropriately qualified interpreter to the request. If Deaf Action Center Interpreting Services, LLC is unable to fill the request, Deaf Action Center Interpreting Services LLC will notify the CONTRACTOR as soon as possible.
2. Payment of Interpreters. Deaf Action Center Interpreting Services LLC will coordinate, supervise, and disburse payment to all interpreters.

B. CONTRACTOR agrees to:

1. **Making Request.** Make interpreter requests with as much advance notice in order to secure the interpreter. Requests made with less than 24-hours advance notice will be charged the emergency rate as outline below.
2. **Information to be provided.** Contact Shari Bernius at 504-452-3354 or email shari.bernius@dacinterpretingservices.com (see attached form), and provide time, place, and date of appointment, type of appointment/event, name and phone number of contact person, and the name of the person who is deaf or hard of hearing. This information is needed before an interpreter is sent out.

II. ADDITIONAL POLICIES

A. Travel Time

Portal to portal assignments will equal the period of time between the time of departure for the assignment (point of origin) and the time of return (back to the point of origin or next job assignment, (whichever is the lesser) The travel time calculated into the two-hour minimum or actual assignment duration plus travel as defined below.

B. Two- Hour Minimum

Interpreters are guaranteed a two (2) hour minimum fee per assignment, including, but not limited to, situations when the person who is deaf or hard of hearing does not appear for the appointment.

C. Fee Scale

Each Interpreter's time will be calculated in quarter-hour increments and according to the following fee scale:

Interpreting Services.....\$55.00 per hour
(Non-emergency/credit-card billed services)

Interpreting Services.....\$65.00 per hour
(Emergencies/holidays/credit-card billed services)

Legal (court/law enforcement).....\$70.00 per hour

Legal (court/law enforcement emergency).....\$80.00 per hour

Conventions, Seminars, Workshops.....\$70.00 per hour
When applicable, reimbursement for out-of-pocket expenses necessarily incurred during the performance of services.

Travel Rate.....\$55.00 per hour

D. Notice of Cancellation

Notice of cancellation must be given to DAC at least 24-hours in advance or CONTRACTOR will be charged a two-hour minimum at the emergency rate or scheduled time, whichever is greater.

E. Emergency Rates

Emergency rates will be charged for interpreting services provided outside of regular Working hours between 5:00 p.m. and 8:00 a.m. Monday through Friday, on Weekends (Saturday and Sunday), on State and legal holidays, or when less than a 24-hour notice has been given to Deaf Action Center Interpreting Services LLC by the CONTRACTOR.

F. Interpreter Scheduling

CONTRACTOR understands and agrees that the following guidelines will be followed in scheduling interpreters, and CONTRACTOR agrees to pay the appropriate fees per interpreter provided in the following situations:

One-Interpreter Situations

One-on-one meetings, Lecture/presentations (lasting less than one-hour)

Two- Interpreter Situations

Meetings/lectures/presentations/training exceeding one-hour in duration, legal trials, etc.

CONTRACTOR understands that Deaf Action Center Interpreting Services, LLC will use its best efforts in scheduling qualified interpreters for each situation and CONTRACTOR further understands that the number of interpreters required will be at the sole discretion of Shari Bernius.

III. DURATION OF AGREEMENT

This AGREEMENT shall automatically continue in full force and effect from July 29, 2020 and ending July 29, 2025, notwithstanding the date of signing of this agreement by both parties subject to the right of either party to terminate this agreement on sixty (60) days written notice to the other party.

EXTENSION

- A. The term of this Agreement may be extended for two (2) additional year by written agreement, executed by both Parties and subject to approval of the St. John the Baptist Parish Council

IV. AMOUNT AND TERMS OF PAYMENT

For and in consideration of this AGREEMENT, CONTRACTOR agrees to pay Deaf Action Center Interpreting Services LLC interpreting fees as outlined herein during the term of this AGREEMENT.

Deaf Action Center Interpreting Services, LLC shall submit, each month, a detailed invoice to the CONTRACTOR, Communications Director Baileigh Rebowe Helm, at the email address b.rebowe@stjohn-la.gov . A copy of the Interpreter Verification Form(s) with the signatures confirming receipt of services will be attached to the invoice.

Upon receipt of the detailed invoice and certification by the CONTRACTOR, the CONTRACTOR will pay the invoice within thirty (30) days. Any payment by check must be made payable to Deaf Action Center Interpreting Services LLC and mailed to 557 Redbud Lane, Slidell, LA 70460.

Both parties further agree the fee structure includes all tasks required for the provision of interpreting services.

V. ADDITIONAL TERMS AND CONDITIONS

A. Discrimination

Neither party will discriminate against clients due to race, color, religion, gender, National origin, disability or veteran status.

B. Confidentiality

Both parties shall abide by laws and regulations concerning confidentiality to ensure the privacy of information.

HIPAA Compliance. As necessary or to the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320 through d-8 ("HIPAA"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and title IV of Division B of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. 17931-17932 & 17934, and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations, the federal security standards and the federal standards for electronic transaction, all collectively referred to herein as "HIPPA Requirements" with respect to the privacy and security of protected health information (PHI", as defined by HIPAA) created, transmitted, maintained received by Physician Consultant. Parties shall make internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services, upon request, to the extent required for determining compliance with the Federal Privacy Regulations.

C. Preservation of Records

Both parties agree to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three (3) years after final payment.

D. Payment of Taxes

Deaf Action Center Interpreting Services LLC hereby agrees that the responsibility for payment of taxes from the funds thus received under this AGREEMENT shall be the obligation of Deaf Action Center Interpreting Services, LLC and the interpreter.

E. Legal and State Holidays

In all instances where performance under this AGREEMENT is compensated by an hourly rate or prescribed days during the week, those days or hours falling on legal or State holidays must be paid in accordance with the scheduled rate of payment (See Section II C).

F. Amendments

Any amendment, alteration, variations, modifications, or waivers of provisions of this AGREEMENT shall be valid only when they have been reduced to writing, duly signed by the parties hereto and attached to the original of this AGREEMENT. No claims for services furnished or requested for reimbursement by Deaf Action Center Interpreting Services LLC, not provided for in this AGREEMENT, shall be allowed by the CONTRACTOR.

G. Losses, Damages, Expenses, and Liability

Throughout the term of this contract an employee, contractor, agent, or representative of either party, shall remain an employee, contractor, agent, or representative of that respective party and not of the other party.

H. Notice

Notice to either party shall be to the title of the person listed below as signatories to the parties. Any notice must be in writing and shall be hand delivered or sent by facsimile to the appropriate party, at which time notice shall be effective upon receipt. Notice sent by U.S. Mail, certified with a request for notice of receipt, and shall also be effective upon receipt. Notice sent by U.S. Mail, first class, shall be effective three (3) business days after mailing.

| If to Deaf Action Center Interpreting Services LLC: | If to Contractor: |
|--|--|
| ATTN: Shari Bernius Deaf Action Center Interpreting Services LLC 557 Redbud Lane Slidell LA 70460 | ATTN: Jaclyn Hotard Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068 |

VI. INDEMNITY

Contractor agrees to defend, indemnify and hold harmless Deaf Action Center Interpreting Services LLC from any and all claims, causes of action, and/or lawsuits including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and /or property loss or damage arising from CONTRACTOR'S performance of and/or failure to perform its obligations pursuant to this agreement and /or from the negligent and/or intentional acts and/or omissions of Contractor, its employees, contractors, agents, clients, invitees and/or representatives.

Deaf Action Center Interpreting Services LLC agrees to defend, indemnify and hold harmless **St. John the Baptist Parish**

Hospital from any and all claims, causes of action, and/or lawsuits including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and /or property loss or damage arising from Deaf Action Center Interpreting Services, LLC performance of and/or failure to perform its obligations pursuant to this agreement and /or from the negligent and/or intentional acts and/or omissions of Deaf Action Center Interpreting Services LLC, its employees, contractors, agents, and/or representatives.

Notwithstanding the foregoing, neither party shall be liable to the other party for consequential damages.

IN WITNESS THEREOF, this AGREEMENT is signed and entered into on the date first written above.

Deaf Action Center Interpreting Services, LLC

St. John the Baptist Parish

Shari Bernius
Signature

Jaclyn Hotard sign here
Signature

Shari Bernius
8-7-2020
Date

Jaclyn Hotard
Parish President
7/20/2020
Date

Deaf Action Center Interpreting Services LLC
EIN 85-1686249

WITNESS:

WITNESS:

Bryan Bernius
SIGNATURE

BRYAN BERNIUS

Deanna Schexnayder
SIGNATURE

Deanna Schexnayder

Deaf Action Center Interpreting Services LLC Request Form

Please Email request to the following Email Address

Sharibernius@gmail.com

DATE OF APPT. _____ TIME OF APPT. _____

DEAF CLIENT NAME: _____

IF MINOR PARENTS NAME ALSO: _____

APPT. LOCATION (ADDRESS): _____

ROOM OR SUITE: _____

CITY: _____

IF APPLICABLE

Dr's Name & Specialty: _____

PO OR CASE NUMBER: _____

ON SITE CONTACT PERSON: _____

THEIR PHONE NUMBER: () _____

NAME OF PERSON CURRENTLY MAKING REQUEST:

EMAIL ADDRESS: _____

PHONE NUMBER: () _____ DATE: _____ TIME: _____

PARTY RESPONSIBLE FOR PAYMENT:

St John the Baptist Parish
Attn: Baileigh Rebowe Helm
1811 West Airline Hwy
Laplace, LA 70068
b.rebowe@stjohn-la.gov
985-652-9569 ext. 1178

504-941-0256 cell

**IF YOU DO NOT RECEIVE CONFIRMATION WITHIN 24 HOURS PLEASE
EMAIL Sharibernius@gmail.com or CALL 504-452-3354**

CERTIFICATE OF AUTHORITY

I attest that I am a member of Deaf Action Center Interpreting Services LLC and

that in my capacity as member, I Shari Bernius am authorized under the state of Louisiana to conduct all negotiations, bidding, concerns and transactions with **St. John the Baptist Parish Council** or any of its agencies, departments, employees or agents, including but not limited to the execution of all bids, BIDs, papers, documents, affidavits, bonds, sureties, contracts, purchase orders, and notices issued pursuant to the provision of any such bid or contracts for said company.

Domicile Address:

557 Redbud Lane

Slidell, LA 70460

504-452-3354

| | |
|---|---|
| <u>Shari Bernius</u> Signature of Authorized Signatory | SUBSCRIBED AND SWORN BEFORE ME ON THIS <u>28th</u> DAY OF <u>July</u> , 2020. |
| <u>SHARI A. BERNIUS</u> Printed Name of Signatory | <u>[Signature]</u> Notary Signature |
| <u>member</u> Title of Authorized Signatory | Printed Notary Name: <u>Robert John Comeaux</u> |
| <u>SHARI A. BERNIUS</u> | Notary/Bar Roll Number: <u>#026458</u> |
| | My Commission is for/expires on: <u>Tenure for Life</u> |

NOTARY ATTESTS TO SIGNATURES
ONLY AND NOT TO FORM OR
CONTENT OF THIS DOCUMENT



ROBERT JOHN COMEAUX
Louisiana Civil Law Notary
ID # 026458
Tenure for Life



ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

Division A
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

July 29th, 2020

Division B
Michael P. Wright
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

Jaclyn Hotard, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

District I
Kurt Becnel
5605 Hwy. 18 River Rd.
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Dear Mrs. Hotard:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, July 28th, 2020.

District II
Warren Torres, Jr.
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4153

"Councilwoman Houston moved and Councilwoman Duhe-Griffin Seconded the motion to grant administration authorization to enter into an Agreement with Deaf Action Center Interpreting Services, LLC for Sign Language Interpreting. The motion passed unanimously."

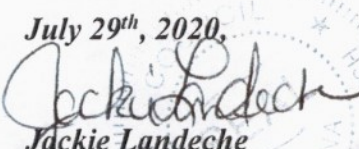
District III
Tammy Houston
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3956

CERTIFICATION

District IV
Tyra Duhe-Griffin
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4177

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 28th day of July, 2020.

District V
Robert J. Arcuri
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3167

July 29th, 2020,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District VI
Tonia Schnyder
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4283

District VII
Thomas Malik
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302